

Bill To:
State of Idaho

Send invoices to the address listed
below or as indicated in the
comments or instructions field
Boise, ID 83720-0075



Statewide Blanket Purchase Order
Contract Renewal - 01

State
of
Idaho

THIS NUMBER MUST APPEAR
ON ALL DOCUMENTS

Statewide Blanket Purchase Order
SBPO1166 - 01

DELIVER TO:
Various State Agencies
Located throughout Idaho

Various, ID 83701

Date: Thu Jun 19 2008

F.O.B: Destination
Terms: net 30

VENDOR: QWEST
999 Main St, 8th Floor
Boise, ID 83702
Attn: Regional Sales Director
Vendor Nbr: P00000054879
Emailed To: sdavids@quest.com
Phone: 208 364-3970
Fax: 208 364-3954
Account Number: P00000054879

Start of Service Date Mon Nov 10, 2003
End of Service Date: Sun Nov 09, 2008

RFQ#: RFQ03721
DOC#: PREQ7130

Buyer: GREGORY LINDSTROM 208-332-1609

Item No	Description	Quantity UOM	Unit Price	EXTENSION
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		5000000.00
	Total:			5000000.00
Blanket Comments:	CONTRACT SBPO1166-AMENDMENT			
	This Contract Amendment and the provisions hereof are hereby attached to and made part of that certain State of Idaho contract number SBPO1166, dated November 10, 2003 ("Contract") for Telecommunication Services, for VARIOUS STATE OF IDAHO AGENCIES, INSTITUTIONS, AND DEPARTMENTS, between QWEST, as "Contractor" and the State of Idaho as "State". Contractor and State hereby agree as follows:			
	All of the terms, conditions, and prices contained in the Contract shall remain in full force and effect, except as expressly modified herein. The effective date of this AMENDMENT is JUNE 19, 2008.			
	This SBPO is modified to add the attached amendment titled"Amend_01_masteragreement.pdf", dated 6/16/2008.			
	NO OTHER CHANGES NOTED			
Item No	Description	Quantity UOM	Unit Price	EXTENSION
1	TELECOMMUNICATIONS SERVICES per the attached 31-page document entitled Idanet Master Services Agreement (915-79) (nt)	1 LOT	5000000.00	5000000.00
2	This SBPO is modified to add the attached amendment titled"Amend_01_masteragreement.pdf", dated 6/16/2008. (915-79) (nt)	1 LT	0.00	0.00
	See File(s): <input type="radio"/> amend_1_masteragreement.pdf			
General Comments:NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD			
	Contract for Telecommunications Services for various state of Idaho agencies, institutions, and departments for the time period noted above plus two 2-year renewal options subject to mutual agreement between the parties. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Master Contract on an as needed basis.			
	Contract Title:.....Telecommunications Services			
	Delivery Zone/Area:.....Statewide			

Contract Usage Type:.....Category Dependent per the Master Service Agreement

Public Agency Clause:Yes

Contract Administration:....Gregory Lindstrom

---Phone Number:.....208-332-1609

---E-Mail:.....gregory.lindstrom@adm.idaho.gov

Contractor’s Primary Contact

---Attn:.....Susie Davidson

---Address:.....999 Main Street, 8th Floor

---City, State, Zip:.....Boise, ID 83702

Phone Number:.....208-364-3970

E-Mail:.....sdavids@qwest.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL according to the Master Service Agreement. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

Instructions:	
Freight / Handling Included in Price	
	By: GREGORY D. LINDSTROM

**AMENDMENT TO
IDANET™ MASTER SERVICES AGREEMENT**

THIS AMENDMENT NO. 1 (this "Amendment") by and between Qwest Corporation ("Qwest") and State of Idaho ("State"), hereby amends the Idanet™ Master Services Agreement, Qwest Content ID: 053753 (the "Agreement"). Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement.

Qwest and the State wish to amend the Agreement by adding definitions, service descriptions and service-specific terms for the following services:

- Qwest Metro Optical Ethernet Service
- Qwest® Broadband Host Service

Definitions:

"Bandwidth" means the virtual transport providing the connection and aggregation point for the broadband subscriber traffic from the ATM interface to a Customer-designated location.

"Cancellation Charge" means the NRC Customer pays for canceling unused Service after the start of installation.

"Change Charge" means the NRC State pays to Qwest for specified changes to services.

"Circuit" means the State's ATM access link, private line interstate circuit, and/or carrier facility where Qwest provisions an interstate ATM port that the State uses with the Qwest® Broadband Host Service.

"Demarcation Point" means the Qwest Fiber Distribution Panel or Digital Cross-Connect in a building's telecommunications facility or meet-me point.

"Installation Charge" means the NRC the State pays to Qwest for installation of services or Bandwidth.

"MRC" means monthly recurring charge.

"NRC" means one-time, non-recurring charge.

"Regulatory Activity" means any regulation and/or ruling, including modifications thereto, by any regulatory agency, legislative body or court of competent jurisdiction.

"Taxes" means federal, state and local taxes, surcharges, government imposed fees and charges and other similar charges.

"Telecommunications Services" means the transmission of two-way interactive signs, signals, writing, images, sounds, messages, data, or other information of any nature by wire, radio, lightwaves or other electromagnetic means that originate and terminate in Idaho, or on an interstate basis, and are offered to or for the public, or some portion thereof, for compensation.

A. Qwest Metro Optical Ethernet Service

1. Scope.

1.1 Qwest Metro Optical Ethernet Service ("MOE Service") is a flexible transport service that uses established Ethernet transport technology. The MOE Service provides connections between multiple State locations within a metropolitan area using native Ethernet protocol. The transmission speed depends on the Ethernet port ("Port") selected and the amount of bandwidth ordered over the Port ("Bandwidth Profile"). Service extends to the Demarcation Point. The Service is subject to the Service Levels set forth in Section II of the Agreement.

1.2 MOE Service may be subject to network infrastructure availability which includes, but is not limited to, facilities such as switching equipment, and may require the expenditure of Qwest capital funds ("Funding") to provide Service to State. Notwithstanding the above, Qwest will not be compelled under this Amendment to provide MOE Service in locations where adequate network infrastructure does not exist without Funding approval as evidenced on the signature page of any applicable Order Form. Such approval will be granted at the sole discretion of Qwest. If a Service Order is submitted and the required Funding is not approved, Qwest may terminate the Service Order immediately without cost, termination liability or penalty, but Qwest agrees to cooperate with the State in good faith to develop an alternative service solution.

2. Term.

2.1 As provided in Section 1.03 of the Agreement, individual Service Orders shall be for a period of not less than twelve (12) months and not more than sixty (60) months, plus any authorized renewal periods. The Term for any individual MOE Service will be set forth on the associated Service Order ("Initial Term"). After the expiration of the Initial Term, MOE Service will continue automatically on a month-to-month basis. After the Initial Term, the State will pay for MOE Service at Qwest's then-current rates. After the Initial Term, either party may terminate MOE Service upon 30 calendar day's prior written notice. The Initial Term and any month-to-month period thereafter will be collectively referred to as the "Term."

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3. Installation/Provisioning of Service.

3.1 Qwest will provide the MOE Service at the locations specified in the applicable Service Order(s).

3.2 Upon acceptance of a Service Order, Qwest will notify State of its target date for the delivery of each MOE Service (the "Estimated Availability Date"). Qwest will use commercially reasonable efforts to install each MOE Service on or before the Delivery Date, but the inability of Qwest to install a MOE Service by such date will not be a default under the Agreement. If Qwest fails to make MOE Service available (excluding ICB Service) within ninety calendar days after the acceptance of the Order Form ("Delivery Date"), then State's sole remedy will be to cancel the Order Form which pertains to such MOE Service by giving Qwest five calendar days written notice prior to Qwest's delivery of the MOE Service to State provided however, that State will reimburse Qwest for any third party charges incurred by Qwest as a result of its efforts to install the MOE Service. "ICB Service" is Service for which Qwest must perform special construction.

3.3 Start of service for each MOE Service ("Start of Service Date") will begin on the date on which State accepts delivery of such MOE Service. Qwest will provide notice that a MOE Service is ready for acceptance.

4. Rates. Qwest's standard list pricing for MOE Service is set forth in Attachment A to this Amendment, attached hereto. If Qwest is able to offer more competitive rates for the particular MOE Service being ordered the MRCs and NRCs for MOE Service will be quoted, in writing, on an individual case basis to the State at the time an order is placed. Qwest will fix the MRCs during the Term so that Qwest will not pass through any Qwest initiated price increases to State during the Term. Any rate increases directed or mandated by Regulatory Activity will be applied as required.

5. Changes to Service.

5.1 Subsequent orders to add new MOE Service port(s) will be for the remainder of the Term, provided the Minimum Service Period, which is twelve (12) months, can be met. All MOE Service ports ordered under this Amendment will expire on the same date regardless of when they are ordered (e.g., if the original MOE Service is in month 10 of a 60-month Term when State orders a new MOE Service port for a 60-month fixed period rate plan, the new MOE Service port will be billed at the 60-month rate for the next 50-months). In the event the Minimum Service Period cannot be met, a new Service Order must be submitted.

5.2 A subsequent order to change or add a MOE Service port during the Term will be assessed an NRC.

5.3 A subsequent order to change Service Bandwidth during the Term will not be assessed the NRC, however, the MRC will be changed to the new MOE Service bandwidth profile charge. State may be assessed an early Termination liability charge for any decrease in bandwidth during the Term of the Agreement.

5.4 If the State requests a physical move of MOE Service to a new location, it will be treated as a termination of service at the original location. NRC's will apply and Term requirements must be met in the new location. If the Minimum Service Period cannot be met, a new Agreement must be signed.

5.5 If the State requests a physical move of MOE Service to a location within the same building as the existing MOE Service, it will be charged a fee equal to one half the applicable NRC charge. There will be no changes to the Minimum Service Period.

B. Qwest® Broadband Host Service

1. Service.

1.1 Qwest will provide the Qwest® Broadband Host Service, which includes Bandwidth and interstate DS1 port(s) (if DS1 level service is selected by State). Qwest® Broadband Host Service allows the aggregation of the data streams from either Qwest® Broadband Subscribers' or the State's End Users' multiple locations into a single host site. "End Users" means State's members, end users, customers, or any other third parties who utilize or access the Qwest® Broadband Host Service or the Qwest network via the Qwest® Broadband Host Service provided hereunder.

1.2 The data connection from Qwest® Broadband service to the Qwest® Broadband Host Service is a dedicated virtual point-to-point connection across a shared backbone network ATM service. Bandwidth is available at the following peak range of speeds: (a) 1.544 Mbps; or (b) 3 Mbps up to 45 Mbps (in 3 Mbps increments). A minimum increment of 3 Mbps Bandwidth is required for each port except a DS1 port, which requires 1.544 Mbps Bandwidth. Qwest® Broadband Host Service can terminate/aggregate both DMT and CAP protocol based Qwest® Broadband service (ADSL) traffic.

1.3 Qwest® Broadband Host Service may not be available in all areas. Availability of Qwest® Broadband Host Service depends on availability and limits of Qwest wire centers and facilities. Qwest® Broadband Host Service will not be provided using unsuitable facilities or if provision of Qwest® Broadband Host Service creates interference with other services. End User Speed and availability of Qwest® Broadband Host Service are not guaranteed. Uninterrupted or error-free Qwest® Broadband Host Service is not guaranteed for the End User and Qwest may limit speeds.

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1.4 Qwest reserves the right to change material features or functions of the Qwest® Broadband Host Service upon not less than 30 days prior written notice; provided that Qwest may reduce the foregoing notice period, as necessary, if such modification is based upon Regulatory Activity.

2. State Obligations.

2.1 When State orders Qwest® Broadband Host Service, State must provide the necessary information (e.g., data link connection identifier(s), and/or Internet protocol) to provision Qwest® Broadband Host Service.

2.2 State is responsible for providing and installing: (a) all compatible customer provided equipment; (b) an interstate ATM access link, private line interstate circuit, or carrier facility where Qwest provisions an interstate ATM port; (c) an interstate ATM port (except interstate DS1 port, which is provided under this Agreement); and (d) the applicable interstate central office connection channel. Compatibility requirements and additional Qwest® Broadband Host Service information are delineated in Qwest Tech. Pubs. 77392 and 77378.

3. Term.

3.1 As provided in Section 1.03 of the Agreement, individual Qwest® Broadband Host Service Orders shall be for a period of not less than twelve (12) months and not more than sixty (60) months, plus any authorized renewal periods. The Term for any individual Qwest® Broadband Host Service will be set forth on the associated Service Order ("Initial Term"). The "Minimum Service Period" for Service is twelve (12) months from the date Qwest® Broadband Host Service is available to State.

3.2 If by the end of the Term of this Agreement the parties have not entered into a new agreement, Qwest® Broadband Host Service will continue under this Agreement on a month-to-month basis at the then current month-to-month rates listed in Attachment B to this Amendment unless either party elects to terminate the Qwest® Broadband Host Service by providing 30 days prior written notice of such termination to the other party.

3.3 Month-to-month Qwest® Broadband Host Service or Qwest® Broadband Host Service under an existing Term may transfer to a new fixed period service rate plan at any time State chooses without incurring NRCs or a Termination Charge. State may transfer if: (a) the channel interface and the State-designated premises remain the same; (b) the new fixed-period service rate plan meets or exceeds the Term being upgraded; (c) Bandwidth is the same or increased (Change Charge applies to Bandwidth increase); and (d) a new agreement is signed for Qwest® Broadband Host Service under the new fixed-period service rate plan. The monthly rates will be those in effect at the time the new term begins, as posted in the Rate Card, and new minimum service periods apply.

4. Installation/Location(s).

4.1 Qwest will provide the Qwest® Broadband Host Service at the locations specified in the applicable Service Order(s). Qwest's records will document the actual date of installation at each location.

4.2 Qwest will notify State of the date Qwest® Broadband Host Service is available for use. If the State informs Qwest that it is unable or unwilling to accept Qwest® Broadband Host Service at such time, the subject Qwest® Broadband Host Service will be held available for State for a period not to exceed 30 business days from such date ("Grace Period"). If after the Grace Period, State still has not accepted Qwest® Broadband Host Service, Qwest may either: (a) commence with regular monthly billing for the subject Qwest® Broadband Host Service; or (b) terminate the subject Qwest® Broadband Host Service and invoice State for one month's MRCs and the Installation Charge(s). If State cancels Qwest® Broadband Host Service after the start of installation, State must pay Qwest a Cancellation Charge as indicated in Section 1.07 of the Agreement.

5. Rates and Charges. State understands the actual charges will be the charges in effect on the date Qwest® Broadband Host Service is available to State as set forth in Attachment B. If Qwest is able to offer more competitive rates for the particular Qwest® Broadband Host Service being ordered the MRCs and NRCs for Qwest® Broadband Host Service will be quoted, in writing, on an individual case basis to the State at the time an order is placed.

5.1 Charges for Qwest® Broadband Host Service are listed in Attachment B. An MRC applies for each 1.544 Mbps and each 3 Mbps increment of Bandwidth, up through 45 Mbps. An Installation Charge applies for each Bandwidth increment installed, except 3 Mbps increment of Bandwidth installed at same time as the corresponding interstate ATM port.

5.2 MRCs for the entire Term will be stabilized from Qwest-initiated increases, at the rates in effect for the fixed period on the start of service date.

5.3 Charges for Circuit, interstate ATM port (except interstate DS1 port purchased hereunder) and applicable interstate central office connection channel are set forth in the Qwest FCC Access Service Tariff No. 1.

6. Service Changes. Requests to move any location, add, or to increase or decrease Bandwidth at a Qwest® Broadband Host Service location will be handled in the manner provided for in Section 2.04 of the Agreement.

6.1 Additional Qwest® Broadband Host Service.

(a) The State may request additional Qwest® Broadband Host Service up to 12 months prior to the expiration date of the Agreement in accordance with the Rates and Charges Section above, and Qwest will supply such additions to State, subject to the following conditions: (i) Qwest commercially offers such additions and necessary facilities are technically and practicably available; (ii) a new Minimum Service Period is established for each new addition to Service; and (iii) additional Qwest® Broadband Host Service will be for a term equal to the then-remaining portion of the Term. Charges for Qwest® Broadband Host Service added to the Agreement

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will be at the then-current Term rates as set forth in Attachment B. If Qwest is able to offer more competitive rates for the particular Qwest Broadband Host Service being ordered the MRCs and NRCs for Qwest Broadband Host Service will be quoted, in writing, on an individual case basis to the State at the time an order is placed.

(b) If State requests additional Qwest Broadband Host Service and less than 12 months is remaining in State's Term, State and Qwest must execute a new agreement for such Qwest Broadband Host Service. The new agreement may also include existing Qwest Broadband Host Service; provided that all Qwest Broadband Host Service under the new agreement (including existing Qwest Broadband Host Service) is subject to a new Minimum Service Period.

6.2 Changes to Existing Qwest Broadband Host Service.

(a) If State increases or decreases Bandwidth, State must pay Qwest a Change Charge for each increase or decrease. If State bulk transfers broadband subscribers from an existing port or Circuit to a new port or Circuit after Qwest Broadband Host Service is established, State must pay Qwest a Change Charge for each bulk transfer performed. If the bulk transfer is performed by a series of separate transfers, State will pay the Change Charge for each separate transfer. For example, if State requests a bulk transfer of 1,000 subscribers with 250 subscribers transferred per day, State would pay Qwest four Change Charges.

(b) If State increases or decreases port speed and such change requires a change of (i) access link or (ii) increase or decrease of Bandwidth, such change will be considered a termination of Qwest Broadband Host Service and establishment of new Qwest Broadband Host Service to which installation Charge(s), MRCs applicable to new Service, and new minimum service periods apply. Additionally, the Termination Charge applies for decrease(s) to Bandwidth, however, the Termination Charge is waived for increase(s) to Bandwidth.

(c) If State moves or rearranges Circuits such that channel interface and/or State-designated location changes, the Termination Charge and a new Minimum Service Period will apply in addition to the installation Charge(s) and MRCs applicable to new Qwest Broadband Host Service. Requirement may be waived by Qwest when State moves all or a portion of Service to another location if moved Qwest Broadband Host Service continues to be provided solely by Qwest at the new location and if State requests the disconnect at the old location and the reconnect at the new location at the same time and the new connect occurs within 30 days of the disconnect, unless the new connect was delayed by Qwest.

(d) If any State-requested work is performed on Qwest Broadband Host Service, including but not limited to work that results in a plant-type service rearrangement, design change, or re-group, the Change Charge will apply. A service rearrangement is a change to an existing Circuit that does not result in either a change in the minimum billing period requirements or a change of the physical location. A design change is one that requires engineering review and does not include a change of customer location, end user location, or access link speeds. A design change will require issuance of new order and cancellation of the original order and will be subject to the Termination Charge.

7. Qwest Broadband Host Service Interruptions.

7.1 During a Qwest network and software update period, or to maintain Qwest Broadband Host Service it may be necessary to temporarily place Qwest Broadband Host Service central office equipment out of service. Qwest also reserves the right to temporarily interrupt Service at other times in emergency situations.

7.2 State's sole and exclusive remedy for interruptions of any kind to the Qwest Broadband Host Service is a credit allowance for service interruptions caused by Qwest. A service interruption is measured from the time the outage is reported to Qwest until the Qwest Broadband Host Service is operative. No credit shall be allowed for an interruption of less than 24 hours. For service interruptions of 24 hours or more, State will receive a credit equal to 1/30 of the MRC for each day, or affected portion thereof, of interrupted service.

7.3 No credit allowance applies when the interruption in Qwest Broadband Host Service is caused by: (a) Qwest maintenance or repair, rearrangements, updates, Force Majeure, or in emergency situations; (b) failure of non-Qwest equipment or systems; (c) Qwest inability to access the premises where Qwest Broadband Host Service is terminated; (d) State negligence; (e) State authorized change to Qwest Broadband Host Service; (f) State failure to release the Qwest Broadband Host Service for testing and/or repair and continued use of Qwest Broadband Host Service on an impaired basis; (g) State activity that interferes with or impairs Qwest Broadband Host Service, causes damage to Qwest facilities, impairs privacy, or creates hazards to Qwest employees or the public; (h) a common cause, for amounts less than one dollar; (i) third party provided portion of the Qwest Broadband Host Service; (j) local exchange service interruption; and (k) circuits not entirely within Qwest territory.

8. Termination.

Either party may terminate Qwest Broadband Host Service for Cause or pursuant to the provisions of the Agreement. If, prior to the conclusion of the Term, Qwest Broadband Host Service is terminated either by Qwest for Cause or by State for any reason other than Cause, then State will also be liable for a Termination Charge as set forth in Section 1.07 of the Agreement. If State's Qwest Broadband Host Service is terminating for any reason, Qwest may contact State's End Users to migrate to a new Host service.

AMENDMENT TO
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APPROVED AND AGREED TO:

QWEST CORPORATION

Susan Baker
Authorized Signature
6/11/08
Date
Susan Baker
Printed Name
Staff Offer Management Analyst
Title

STATE OF IDAHO

[Signature]
Authorized Signature
6/11/08
Date
MARK L. HLE
Printed name
Purchasing Manager
Title

**AMENDMENT TO
IDANET™ MASTER SERVICES AGREEMENT**
Attachment A
Qwest® Metro Optical Ethernet Pricing

Port Interface:

Element	Month to Month				12 Month				24 Month				36 Month				60 Month			
	USOC	MRC	NRC	USOC	USOC	MRC	NRC	USOC	USOC	MRC	NRC	USOC	USOC	MRC	NRC	USOC	USOC	MRC	NRC	USOC
1x100 Mbps Port	PO45X	\$0.00	\$500.00	PO451	PO452	\$0.00	\$500.00	PO452	PO453	\$0.00	\$500.00	PO453	PO455	\$0.00	\$500.00	PO455	PO455	\$0.00	\$500.00	PO455
1x100 Mbps Ethernet Port	PO45X	\$0.00	\$500.00	PO451	PO452	\$0.00	\$500.00	PO452	PO453	\$0.00	\$500.00	PO453	PO455	\$0.00	\$500.00	PO455	PO455	\$0.00	\$500.00	PO455
100 Mbps Port	PO40X	\$0.00	\$1,200.00	PO401	PO402	\$0.00	\$1,200.00	PO402	PO403	\$0.00	\$1,200.00	PO403	PO405	\$0.00	\$1,200.00	PO405	PO405	\$0.00	\$1,200.00	PO405
100 Mbps Central Office Connection Port	PO40X	\$0.00	\$1,200.00	PO401	PO402	\$0.00	\$1,200.00	PO402	PO403	\$0.00	\$1,200.00	PO403	PO405	\$0.00	\$1,200.00	PO405	PO405	\$0.00	\$1,200.00	PO405

Bandwidth Profiles available on 10/100 Ports:

Element	Month to Month				12 Month				24 Month				36 Month				60 Month			
	USOC	MRC	NRC	USOC	USOC	MRC	NRC	USOC	USOC	MRC	NRC	USOC	USOC	MRC	NRC	USOC	USOC	MRC	NRC	USOC
5 Mbps Bandwidth Profile	BP40X	\$400.00	\$0.00	BP401	BP402	\$750.00	\$0.00	BP402	BP403	\$750.00	\$0.00	BP403	BP405	\$750.00	\$0.00	BP405	BP405	\$750.00	\$0.00	BP405
10 Mbps Bandwidth Profile	BP40X	\$400.00	\$0.00	BP401	BP402	\$750.00	\$0.00	BP402	BP403	\$750.00	\$0.00	BP403	BP405	\$750.00	\$0.00	BP405	BP405	\$750.00	\$0.00	BP405
20 Mbps Bandwidth Profile	BP40X	\$400.00	\$0.00	BP401	BP402	\$750.00	\$0.00	BP402	BP403	\$750.00	\$0.00	BP403	BP405	\$750.00	\$0.00	BP405	BP405	\$750.00	\$0.00	BP405
30 Mbps Bandwidth Profile	BP40X	\$1,000.00	\$0.00	BP401	BP402	\$1,000.00	\$0.00	BP402	BP403	\$1,000.00	\$0.00	BP403	BP405	\$1,000.00	\$0.00	BP405	BP405	\$1,000.00	\$0.00	BP405
40 Mbps Bandwidth Profile	BP40X	\$1,100.00	\$0.00	BP401	BP402	\$1,100.00	\$0.00	BP402	BP403	\$1,100.00	\$0.00	BP403	BP405	\$1,100.00	\$0.00	BP405	BP405	\$1,100.00	\$0.00	BP405
50 Mbps Bandwidth Profile	BP40X	\$1,150.00	\$0.00	BP401	BP402	\$1,150.00	\$0.00	BP402	BP403	\$1,150.00	\$0.00	BP403	BP405	\$1,150.00	\$0.00	BP405	BP405	\$1,150.00	\$0.00	BP405
60 Mbps Bandwidth Profile	BP40X	\$1,200.00	\$0.00	BP401	BP402	\$1,200.00	\$0.00	BP402	BP403	\$1,200.00	\$0.00	BP403	BP405	\$1,200.00	\$0.00	BP405	BP405	\$1,200.00	\$0.00	BP405
70 Mbps Bandwidth Profile	BP40X	\$1,300.00	\$0.00	BP401	BP402	\$1,300.00	\$0.00	BP402	BP403	\$1,300.00	\$0.00	BP403	BP405	\$1,300.00	\$0.00	BP405	BP405	\$1,300.00	\$0.00	BP405
80 Mbps Bandwidth Profile	BP40X	\$1,350.00	\$0.00	BP401	BP402	\$1,350.00	\$0.00	BP402	BP403	\$1,350.00	\$0.00	BP403	BP405	\$1,350.00	\$0.00	BP405	BP405	\$1,350.00	\$0.00	BP405
90 Mbps Bandwidth Profile	BP40X	\$1,400.00	\$0.00	BP401	BP402	\$1,400.00	\$0.00	BP402	BP403	\$1,400.00	\$0.00	BP403	BP405	\$1,400.00	\$0.00	BP405	BP405	\$1,400.00	\$0.00	BP405
100 Mbps Bandwidth Profile	BP40X	\$1,500.00	\$0.00	BP401	BP402	\$1,500.00	\$0.00	BP402	BP403	\$1,500.00	\$0.00	BP403	BP405	\$1,500.00	\$0.00	BP405	BP405	\$1,500.00	\$0.00	BP405

**AMENDMENT TO
IDANET™ MASTER SERVICES AGREEMENT**
Attachment A - continued
Qwest® Metro Optical Ethernet Pricing

Bandwidth Profiles available on 1000 Ports:

Element	North to North		12 Month		24 Month*				36 Month				60 Month		
	USOC	MRC	MRC	USOC	MRC	MRC	USOC	MRC	USOC	MRC	MRC	USOC	USOC	MRC	MRC
100 Mbps Bandwidth Profile	BP4LX	\$1,520.00	\$0.00	BP4L1	\$1,425.00	\$0.00	BP4L2	\$1,395.00	\$0.00	BP4L3	\$1,275.00	\$0.00	BP4L5	\$1,200.00	\$0.00
200 Mbps Bandwidth Profile	BP4MX	\$2,080.00	\$0.00	BP4M1	\$1,984.50	\$0.00	BP4M2	\$1,885.50	\$0.00	BP4M3	\$1,775.50	\$0.00	BP4M5	\$1,671.20	\$0.00
300 Mbps Bandwidth Profile	BP4NX	\$2,620.00	\$0.00	BP4N1	\$2,544.10	\$0.00	BP4N2	\$2,415.00	\$0.00	BP4N3	\$2,275.50	\$0.00	BP4N5	\$2,142.40	\$0.00
400 Mbps Bandwidth Profile	BP4OX	\$3,257.00	\$0.00	BP4O1	\$3,103.70	\$0.00	BP4O2	\$2,945.00	\$0.00	BP4O3	\$2,777.00	\$0.00	BP4O5	\$2,613.50	\$0.00
500 Mbps Bandwidth Profile	BP4PX	\$3,896.00	\$0.00	BP4P1	\$3,653.20	\$0.00	BP4P2	\$3,475.00	\$0.00	BP4P3	\$3,277.80	\$0.00	BP4P5	\$3,084.80	\$0.00
600 Mbps Bandwidth Profile	BP4QX	\$4,465.00	\$0.00	BP4Q1	\$4,272.80	\$0.00	BP4Q2	\$4,065.00	\$0.00	BP4Q3	\$3,778.30	\$0.00	BP4Q5	\$3,565.00	\$0.00
700 Mbps Bandwidth Profile	BP4RX	\$5,034.00	\$0.00	BP4R1	\$4,753.30	\$0.00	BP4R2	\$4,535.00	\$0.00	BP4R3	\$4,278.50	\$0.00	BP4R5	\$4,027.20	\$0.00
800 Mbps Bandwidth Profile	BP4SX	\$5,623.00	\$0.00	BP4S1	\$5,341.50	\$0.00	BP4S2	\$5,065.00	\$0.00	BP4S3	\$4,779.50	\$0.00	BP4S5	\$4,459.40	\$0.00
900 Mbps Bandwidth Profile	BP4TX	\$6,212.00	\$0.00	BP4T1	\$5,907.40	\$0.00	BP4T2	\$5,555.00	\$0.00	BP4T3	\$5,280.20	\$0.00	BP4T5	\$4,969.80	\$0.00
1000 Mbps Bandwidth Profile	BP4LX	\$6,800.00	\$0.00	BP4L1	\$6,485.00	\$0.00	BP4L2	\$6,175.00	\$0.00	BP4L3	\$5,790.00	\$0.00	BP4L5	\$5,440.00	\$0.00

**AMENDMENT TO
IDANET™ MASTER SERVICES AGREEMENT
ATTACHMENT B
QWEST® BROADBAND HOST SERVICE PRICING***

CATEGORY AND DESCRIPTION	TERM	MONTHLY RECURRING CHARGE (MRC)	NON-RECURRING CHARGE (NRC)
HOST BANDWIDTH			
1.544 Mbps (Only available on PLT orders, this charge is included in the ATM Port charge) ¹	Month to Month	\$910	\$500
	1 Yr Commitment	\$455	\$500
	3 Year Commitment	\$409.50	\$500
	5 Year Commitment	\$364	\$500
Each 3 Mbps Increment, up to full bandwidth of ATM port ²	Month to Month	\$478	\$200 ³
	1 Yr Commitment	\$239	\$200 ³
	3 Year Commitment	\$232	\$200 ³
	5 Year Commitment	\$227	\$200 ³
OTHER CHARGES			
Change Charge		\$100 NRC	
Installation Charge		\$500 NRC per 1.544 Mbps Bandwidth Increment \$200 NRC per 3 Mbps Bandwidth Increment (\$0 NRC for 3 Mbps Bandwidth increment(s) installed at the same time as the corresponding interstate ATM port)	
Cancellation Charge		Percentage of Installation Charge, based on the date Customer cancels Service: 10% if Customer cancels Service after the application date 48% if Customer cancels Service after the design lay-out report date 81% if Customer cancels Service after the plant test date 100% if Customer cancels Service after the date Service is available for use	
Termination Charge		As specified in the "Termination" section of the Qwest® Broadband Host Service Exhibit	

¹DS1 Service Channel Termination rates and charges are as set forth in Qwest's FCC Access Service Tariff No. 1, Sections 7 and 17. See ATM Service Rates and Charges, IMA Ports, per port as set forth in Qwest's FCC Access Service Tariff No. 1, Section 8.5.5.

²ATM Optical Access Link rates and charges are as set forth in Qwest's FCC Access Service Tariff No. 1, Section 8.5.5. DS3 Service Channel Termination rates and charges are as set forth in Qwest's FCC Access Service Tariff No. 1, Sections 7 and 17. See ATM Service Rates and Charges, IMA Ports, per port as set forth in Qwest's FCC Access Service Tariff No. 1, Section 8.5.5.

³The NRCs for 3 Mbps bandwidth increment(s) installed at the same time as the corresponding interstate ATM port are waived.

*Standard pricing. Prices subject to change. Other charges may apply and will be disclosed prior to being incurred. Rates do not include taxes, surcharges and other fees. Service not available in all areas. Other restrictions may apply.